

RECORDATION NO. 7232A

JUN 25 1974 -4 00 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT

Dated as of June 1, 1974

among

SOCIETY NATIONAL BANK OF CLEVELAND,

BURLINGTON NORTHERN INC.

and

FIRST SECURITY BANK OF UTAH, N.A.,

as Agent

AMENDMENT AGREEMENT, dated as of June 1, 1974, among SOCIETY NATIONAL BANK OF CLEVELAND ("Society"), BURLINGTON NORTHERN INC. ("Burlington") and FIRST SECURITY BANK OF UTAH, N.A. ("First Security").

WHEREAS Society and Burlington have entered into a Conditional Sale Agreement dated as of September 1, 1973 (the "Conditional Sale Agreement"), with General Motors Corporation (Electro-Motive Division) (the "Builder"), which Conditional Sale Agreement has been filed and recorded with the Interstate Commerce Commission (the "Commission") pursuant to Section 20c of the Interstate Commerce Act (the "Act") on November 7, 1973, Recordation No. 7221, and has been deposited in the office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada (the "Railway Act") on November 13, 1973; and

WHEREAS the Builder has assigned certain rights, titles and interests in and to such Conditional Sale Agreement, and all its right, security title and interest in and to each unit of the railroad equipment covered thereby, pursuant to an Agreement and Assignment dated as of September 1, 1973 (the "Assignment"), to First Security, which Assignment has been filed and recorded with the Commission pursuant to

Section 20c of the Act on November 7, 1973, Recordation No. 7221, and has been deposited in the office of the Registrar General of Canada pursuant to Section 86 of the Railway Act on November 13, 1973; and

WHEREAS Society and Burlington have entered into a Lease of Railroad Equipment dated as of September 1, 1973 (the "Lease"), which Lease has been filed and recorded with the Commission pursuant to Section 20c of the Act on November 7, 1973, Recordation No. 7222, and has been deposited in the office of the Registrar General of Canada pursuant to Section 86 of the Railway Act on November 13, 1973; and

WHEREAS Society has assigned for security purposes its rights in, to and under the Lease to First Security pursuant to an Assignment of Lease and Agreement dated as of September 1, 1973 (the "Lease Assignment"), which Lease Assignment has been filed and recorded with the Commission pursuant to Section 20c of the Act on November 7, 1973, Recordation No. 7222, and has been deposited in the office of the Registrar General of Canada pursuant to Section 86 of the Railway Act on November 13, 1973; and

WHEREAS pursuant to Article 21 of the Conditional Sale Agreement "[n]o variation or modification of this Agreement . . . shall be valid unless in writing and signed by duly authorized representatives of the Vendor, the Vendee and

the Guarantor"; and

WHEREAS First Security, Society and Burlington are the Vendor, the Vendee and the Guarantor, respectively, as such terms are defined in the Conditional Sale Agreement; and

WHEREAS pursuant to Section 21 of the Lease "[n]o variation or modification of this Lease . . . shall be valid unless in writing and signed by duly authorized officers of the Lessor and the Lessee"; and

WHEREAS Society and Burlington are the Lessor and the Lessee, respectively, as such terms are defined in the Lease; and

WHEREAS the parties hereto desire to amend certain provisions of the Conditional Sale Agreement and the Lease relating to the amounts, time and manner of payments on the Conditional Sale Indebtedness (as defined in the Conditional Sale Agreement), and of rental payments, respectively, and to amend the Assignment and the Lease Assignment to permit the aforesaid amendments of the Conditional Sale Agreement and the Lease;

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

A. The Conditional Sale Agreement is hereby amended as follows:

1. Article 4 is hereby amended by deleting from the fourth sentence of the fourth paragraph thereof the word "the" before the words "Takeout Date" and by inserting, in lieu thereof, the word "each".

2. Article 4 is hereby further amended by deleting clause (ii) from the fourth paragraph thereof and by inserting, in lieu thereof, the following:

"(ii) On July 3, 1974, (a) with respect to each unit of the Equipment settled for prior to January 3, 1974, for each day elapsed from said January 3, 1974, to and including said July 3, 1974, at a rate equal to the Interim Rate divided by 360 and (b) with respect to each unit of the Equipment settled for on or after January 3, 1974, for each day elapsed from the Closing Date with respect to such unit to and including said July 3, 1974, at a rate equal to the Interim Rate divided by 360, and".

3. Article 4 is hereby further amended by deleting clause (iv) from the fourth paragraph thereof and by inserting, in lieu thereof, the following:

"(iv) On each of September 18, 1974, and October 1, 1974, respectively (each such date, together with July 3, 1974, being a date upon which an Investor or Investors (as defined in Section 19 of the Lease) will acquire through the Vendor a portion of the interest of the Vendor in and under this Agreement, and being herein sometimes called a Takeout Date), for each day elapsed from July 3, 1974, to and including each such Takeout Date, at a rate equal to the Interim Rate divided by 360, applied to the respective portion of the interest of the Vendor in and under this Agreement being acquired through the Vendor by such Investor or Investors on such Takeout Date, and".

4. Article 4 is hereby further amended by deleting clause (v) from the fourth paragraph thereof and by inserting, in lieu thereof, the following:

"(v) On January 3, 1975, (a) for each day elapsed from July 3, 1974, to and including said January 3, 1975, at a rate equal to the Long Term Rate as hereinafter described divided by 360, applied to the portion of the interest of the Vendor in and under this Agreement acquired through the Vendor by certain of the Investors on said July 3, 1974; plus (b) for each day elapsed from September 18, 1974, to and including said January 3, 1975, at a rate equal to said Long Term Rate divided by 360, applied to the portion of the interest of the Vendor in and under this Agreement acquired through the Vendor by certain of the Investors on said September 18, 1974; plus (c) for each day elapsed from October 1, 1974, to and including said January 3, 1975, at a rate equal to said Long Term Rate divided by 360, applied to the portion of the interest of the Vendor in and under this Agreement acquired through the Vendor by certain of the Investors on said October 1, 1974 (provided, however, that in calculating the number of days elapsed in all the aforementioned cases, all months from July 1974 to December 1974, inclusive, shall be deemed to be 30-day months), and".

5. Article 4 is hereby further amended by inserting as a final clause of the fourth paragraph thereof the following new clause (vi):

"(vi) On each Payment Date after January 3, 1975, for each preceding semi-annual period, at a rate per annum equal to the Long Term Rate."

6. Article 4 is hereby further amended (a) by deleting from the seventh paragraph thereof the words "July 3, 1974" and by inserting, in lieu thereof, the words "each of July 3, 1974, and January 3, 1975", and (b) by deleting from clause (ii) of said seventh paragraph the words "and (iv)" and by inserting, in lieu thereof, the words ", (iv) and (v)".

7. Article 4 is hereby further amended (a) by deleting from the first sentence of the tenth paragraph thereof the

phrase "on or before June 1, 1974", and (b) by deleting from said first sentence of said tenth paragraph the words "July 3, 1974" and by inserting, in lieu thereof, the words "November 1, 1974".

8. Article 7 is hereby amended by deleting therefrom the text thereof and by inserting, in lieu thereof, the following:

"Article 7 of the Model CSA Provisions is hereby amended by (a) inserting after the words 'next succeeding', and before the words 'date for the payment of interest', in the second sentence of the second paragraph thereof, the word 'semi-annual', and by (b) deleting the words 'as provided in the fourth paragraph of Article 4 hereof,' from the last sentence of the second paragraph thereof. Article 7 of the Model CSA Provisions, as so amended, is herein incorporated as Article 7 hereof."

B. The Lease is hereby amended as follows:

1. Section 3 is hereby amended by deleting clause (ii) from the first paragraph thereof and by inserting, in lieu thereof, the following:

"(ii) The rental payment payable on July 3, 1974, for Units then subject to this Lease, shall be in an amount equal to

(a) the Basic Lease Rate (as hereinafter defined) multiplied by the Purchase Price of each such Unit, plus

(b) with respect to

(i) each Unit settled for prior to January 3, 1974, for each date elapsed from said January 3, 1974, to and including said July 3, 1974, and

(ii) each Unit settled for on or after January 3, 1974, for each day elapsed from the date of settlement with respect to such Unit to and including said July 3, 1974,

the product of (x) the Interim Rate minus the Long Term Rate (as defined in the Security Documents) multiplied by (y) 75.9407% (hereinafter called the Debt Percentage) multiplied by (z) the Purchase Price of each such Unit, said product divided by 360 (the dollar amount, if said calculation for any day or days produces a negative number, to be deducted from, rather than added to, the amount calculated under sub-clause (a) above)."

2. Section 3 is hereby further amended by deleting clause (iii) from the first paragraph thereof and by inserting, in lieu thereof, the following:

"(iii) The rental payment payable on January 3, 1975, for Units then subject to this Lease, shall be in an amount equal to

(a) the Basic Lease Rate multiplied by the Purchase Price of each such Unit, minus

(b) the sum of

(i) the product of (x) .01900 multiplied by (y) the portion of the interest of the Vendor in and under the Security Documents being purchased by an Investor or certain Investors on September 18, 1974; and

(ii) the product of (x) .02225 multiplied by (y) the portion of the interest of the Vendor in and under the Security Documents being purchased by an Investor or certain Investors on October 1, 1974."

3. Section 3 is hereby further amended by inserting as the final clause of the first paragraph thereof the following new clause (iv):

"(iv) Each of the remaining 28 semi-annual rental payments, for Units subject to this Lease at the time that each such rental payment becomes payable, commencing July 3, 1975, shall be in an amount equal to 4.66384% of the Purchase Price (herein called the Basic Lease Rate) of each such Unit."

4. Section 3 is hereby further amended by deleting the second paragraph thereof and by inserting, in lieu thereof, the following:

"On each of September 18, 1974, and October 1, 1974 (each such date being a Takeout Date, as defined in the Security Documents), the Lessee agrees to pay as additional rent an amount equal to, for each day elapsed from July 3, 1974, to and including each such Takeout Date, the product of (i) the Interim Rate multiplied by (ii) the portion of the interest of the Vendor in and under the Security Documents being purchased by an Investor or certain Investors on such Takeout Date, said product divided by 360."

5. Section 7 is hereby amended (a) by deleting from the second paragraph thereof the casualty value table and by inserting, in lieu thereof, the following new casualty value table:

<u>Rental Payment Date</u>	<u>Percentage of Purchase Price</u>	<u>Rental Payment Date</u>	<u>Percentage of Purchase Price</u>
1/3/74	89.3815	1/3/82	62.2530
7/3/74	89.3921	7/3/82	60.2754
1/3/75	88.5842	1/3/83	56.6230
7/3/75	87.9622	7/3/83	54.4020
1/3/76	86.5758	1/3/84	50.5916
7/3/76	85.7352	7/3/84	48.1088
1/3/77	83.7964	1/3/85	44.1755
7/3/77	82.7527	7/3/85	41.4124
1/3/78	80.4247	1/3/86	37.3908
7/3/78	79.2328	7/3/86	34.3292
1/3/79	76.5677	1/3/87	30.2336
7/3/79	75.2080	7/3/87	26.8546
1/3/80	72.2422	1/3/88	22.6789
7/3/80	70.6955	7/3/88	18.9621
1/3/81	67.4650	1/3/89	15.0000, and
7/3/81	65.7123	thereafter	15.0000

and (b) by deleting from the third paragraph thereof the investment credit recapture table and by inserting, in lieu thereof, the following new investment credit recapture table:

<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Purchase Price</u>
Third	13.4615
Fifth	8.9744
Seventh	4.4872

6. Section 17 is hereby amended by inserting after the phrase "Request for Rulings", wherever such phrase appears in said Section 17, the words "or any Request for Supplemental Rulings".

7. Section 19 is hereby amended (a) by deleting from subparagraph (a) of the first paragraph thereof the words "(a) On or before June 1, 1974" and by inserting, in lieu thereof, the words "(a)(x) On or before October 1, 1974" and (b) by deleting the period at the end of said subparagraph (a) and by inserting, in lieu thereof, the following:

"; or (y) on or before October 1, 1974, the Internal Revenue Service for any reason whatsoever shall not have issued to the Lessor, upon any request by it (herein called a Request for Supplemental Rulings), a favorable tax ruling with respect to any or all of the matters set forth above in clauses (i) through (v), inclusive, contained in the Request for Rulings; or"

8. Section 19 is hereby further amended (a) by deleting the words "July 3, 1974" in subparagraph (b) of the first paragraph thereof and by inserting, in lieu thereof, the words "November 1, 1974"; and (b) by deleting the semicolon at the end of said subparagraph (b) and by inserting, in lieu thereof, the words ", as the case may be;".

9. Section 19 is hereby further amended by deleting from the text of the first paragraph thereof immediately following subparagraph (b) thereof the words "July 3, 1974" and by inserting, in lieu thereof, the words "November 1, 1974".

C. The Assignment is hereby amended to permit the aforesaid amendments to the Conditional Sale Agreement as though originally set forth therein.

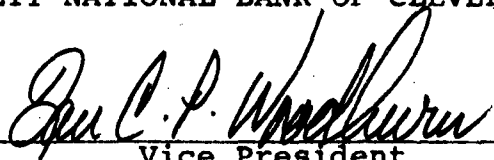
D. The Lease Assignment is hereby amended to permit the aforesaid amendments to the Lease as though originally set forth therein.

E. Except as amended hereby, the Conditional Sale Agreement, the Assignment, the Lease and the Lease Assignment shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

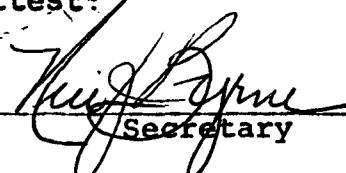
SOCIETY NATIONAL BANK OF CLEVELAND,

by


Vice President

[Corporate Seal]

Attest:


Secretary

BURLINGTON NORTHERN INC.,

by

Frank H. Coyne
Vice President

[Corporate Seal]

Attest:

G. F. Steinhilber
Assistant Secretary

FIRST SECURITY BANK OF UTAH, N.A.,
as Agent,

by

Thomas C. Culbert
Authorized Officer

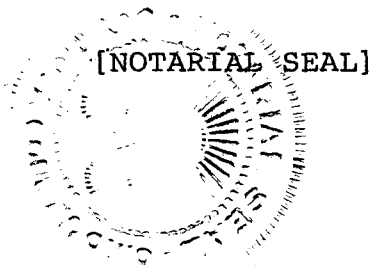
[Corporate Seal]

Attest:

[Signature]
Authorized Officer

STATE OF OHIO,)
) ss.:
COUNTY OF CUYAHOGA,)

On this 24 day of June, 1974, before me personally appeared Thos. P. Woodburn, to me personally known, who, being by me duly sworn, says that he is a Vice President of SOCIETY NATIONAL BANK OF CLEVELAND, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Gerald A. Buck
Notary Public


GERALD A. BUCK, Notary Public
CUYAHOGA COUNTY, OHIO
My commission expires Oct. 18, 1976

STATE OF MINNESOTA,)
) ss.:
COUNTY OF RAMSEY,)

On this 25 day of June, 1974, before me personally appeared Frank H. Coyne, to me personally known, who, being by me duly sworn, says that he is a Vice President of BURLINGTON NORTHERN INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

Richard J. Woulfe
Notary Public

 RICHARD J. WOULFE
NOTARY PUBLIC - MINNESOTA
RAMSEY COUNTY
My Commission Expires Apr. 30, 1977

STATE OF UTAH,)
) ss.:
COUNTY OF SALT LAKE,)

On this *21st* day of *June*, 1974, before me personally appeared *Thomas C. Gauthier*, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said national association, that said instrument was signed and sealed on behalf of said national association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national association.

Ludwig B. Eichen

Notary Public

[NOTARIAL SEAL]

My Commission expires

Apr 11, 1975